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Attorneys for Plaintiff Travelers Property Casualty Company of America

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

TRAVELERS PROPERTY
CASUALTY COMPANY OF
AMERICA, a Connecticut corporation.

Plaintiff,

v.

LIBERTY MUTUAL FIRE
INSURANCE COMPANY, et al.,

Defendants

Case No. 8:22-cv-00930-SSS-KESx

**AMENDED JUDGMENT FOR
PLAINTIFF TRAVELERS
PROPERTY CASUALTY COMPANY
OF AMERICA AGAINST LIBERTY
MUTUAL FIRE INSURANCE
COMPANY**

JUDGMENT

It appearing from the files and records in this action that:

1. On February 19, 2025, the Court entered an order (Docket No. 89) awarding summary judgment to Plaintiff Travelers Property Casualty Company of America (“Travelers”) against Defendant Liberty Mutual Fire Insurance Company (“Liberty”) ruling that 1) Travelers did not have a duty to defend Turner Construction Company (“Turner”) in the underlying action of *T-12 Three, LLC v. Turner Construction Company, et al.*, Case No. 30-2011-00514568-CU-SU-CXC filed in the

1 Superior Court of California for the County of Orange (the “Underlying Action”)
2 under the 2006-2008 policies issued by Travelers; 2) Travelers did not have a duty to
3 defend Turner in the Underlying Action under the 2012-2018 policies issued by
4 Travelers; and 3) Travelers is entitled to equitable contribution and equitable
5 indemnity from Liberty because it did not have a duty to defend Turner;

6 2. In the same order, the Court denied Liberty’s Motion for Partial
7 Summary Judgment;

8 3. On March 4, 2025, the Court entered Judgment in favor of Travelers,
9 finding that Travelers was entitled to reimbursement from Liberty in the amount of
10 \$2,186,359.76, plus costs and disbursements in an amount to be determined, together
11 with interest thereon as provided by statute from the date of entry of the judgment
12 (Docket No. 92);

13 4. On March 18, 2025, Travelers filed an Application to the Clerk to Tax
14 Costs in the amount of \$4,267.97 (Docket No. 93), to which Liberty did not object;
15 and

16 4. On May 21, 2025, Travelers filed a Renewed Motion to Amend the
17 Judgment seeking prejudgment interest in the amount of \$780,360.12, bringing the
18 total amount to \$2,966,719.88. On July 2, 2025, the Court entered an order granting
19 the Renewed Motion to Amend the Judgment while noting that, in the alternative, the
20 Court would *sua sponte* reconsider its previous order denying Travelers’ first Motion
21 to Amend the Judgment, and grant that motion on its merits. The Court amends the
22 judgment as set forth below;

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1 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

2 1. Travelers owes no duty to defend Turner Construction in the Underlying
3 Action. Travelers is entitled to reimbursement from Liberty in the amount of
4 \$2,966,719.88, plus costs and disbursements in the amount of \$4,267.97, together with
5 interest thereon as provided by statute from the date of entry of this judgment; and

6 2. Counterclaimant Liberty shall have no recovery against Travelers.

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8 Dated: July 21, 2025



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11 SUNSHINE S. SYKES
12 UNITED STATES DISTRICT COURT JUDGE
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